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Plaid Inc.

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 OAKLAND DIVISION  
14

15  
16 IN RE PLAID INC. PRIVACY LITIGATION  
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19 THIS DOCUMENT RELATES TO:

20 ALL ACTIONS  
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Case No. 4:20-cv-03056-DMR

**DEFENDANT PLAID INC.'S ANSWER TO  
CONSOLIDATED AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES AND  
DECLARATORY AND EQUITABLE RELIEF**

**DEMAND FOR JURY TRIAL**

Judge: Donna M. Ryu

Trial Date: None Set

Date Action Filed: May 4, 2020

Defendant Plaid Inc. (“Plaid”) hereby answers Plaintiffs’ Consolidated Amended Class Action Complaint for Damages and Declaratory and Equitable Relief (the “Complaint”) (ECF No. 61). Any and all allegations not specifically admitted herein are denied. Except otherwise stated, Plaid denies the factual allegations, if any, contained in the headings, subheadings, tables of contents, unnumbered paragraphs, figures, and footnotes in the Complaint. Plaid reserves the right to seek leave to amend or supplement its Answer as necessary.

1. Plaid denies the allegations contained in Paragraph 1.

2. Paragraph 2 contains legal conclusions and characterizations to which no response is required. To the extent a response is required, Plaid admits that it is not a bank and denies all other allegations and characterizations in Paragraph 2.

3. Paragraph 3 contains legal conclusions and characterizations to which no response is required. To the extent a response is required, Plaid admits that it provides software used by third-party developers, including developers of Venmo, Coinbase, and Square’s CashApp. Plaid denies all other allegations and characterizations in Paragraph 3.

4. Plaid admits that it provides a user interface to its clients to facilitate the process by which end-users can permission access to their financial account. That user interface explains Plaid’s role in the process, including that Plaid uses encryption to help secure their data, and that the credentials the user shares with Plaid are kept private from the third-party application. Plaid denies all other allegations and characterizations in Paragraph 4.

5. Plaid denies the allegations contained in Paragraph 5.

6. Plaid denies the allegations contained in Paragraph 6.

7. Paragraph 7 is Plaintiffs’ characterization of their claims to which no response is required. Plaid denies that Plaintiffs are entitled to any of the requested relief.

8. Plaid denies Paragraph 8 as moot with respect to Plaintiffs’ claims that arise under the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, and the Stored Communications Act, 18 U.S.C. § 2701 in light of the Court’s dismissal with prejudice of these claims. (*See* ECF No. 125.)

9. Plaid denies Paragraph 9 as moot in light of the Court’s dismissal with prejudice of Plaintiffs’ federal claims. (*See* ECF No. 125.)

1           **10.** Paragraph 10 contains legal conclusions to which no response is required. To the  
2 extent that a response is required, without admitting that elements of the Class Action Fairness Act  
3 have been met, Plaid does not dispute jurisdiction under 28 U.S.C. § 1332(d) under the Class Action  
4 Fairness Act.

5           **11.** Paragraph 11 contains legal conclusions to which no response is required. To the  
6 extent that a response is required, Plaid admits that it has conducted business in the State of  
7 California and, without admitting any of the complained of acts and omissions, does not dispute  
8 this Court's exercise of personal jurisdiction.

9           **12.** Paragraph 12 contains legal conclusions to which no response is required. To the  
10 extent that a response is required, Plaid admits that it does business in this District and, without  
11 admitting the events or omissions alleged in Plaintiffs' Complaint, does not dispute the propriety  
12 of venue in this District.

13           **13.** Paragraph 13 contains legal conclusions to which no response is required. To the  
14 extent that a response is required, Plaid admits that it is headquartered in San Francisco and, without  
15 admitting any of the alleged conduct purportedly giving rise to Plaintiffs' claims, does not dispute  
16 the propriety of assignment to the Oakland Division of this District.

17           **14.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
18 Paragraph 14 and, on that basis, denies them.

19           **15.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
20 Paragraph 15 and, on that basis, denies them.

21           **16.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
22 Paragraph 16 and, on that basis, denies them.

23           **17.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
24 Paragraph 17 and, on that basis, denies them.

25           **18.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
26 Paragraph 18 and, on that basis, denies them.

27           **19.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
28 Paragraph 19 and, on that basis, denies them.

1           **20.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
2 Paragraph 20 and, on that basis, denies them.

3           **21.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
4 Paragraph 21 and, on that basis, denies them.

5           **22.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
6 Paragraph 22 and, on that basis, denies them.

7           **23.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
8 Paragraph 23 and, on that basis, denies them.

9           **24.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
10 Paragraph 24 and, on that basis, denies them.

11           **25.**     Plaid admits that it is a financial technology company and that it describes its  
12 business as follows: “We started out by building the technical infrastructure APIs that connect  
13 consumers, traditional financial institutions, and developers. Today, we add key insights to the data  
14 access we provide with our suite of analytics products.” Plaid further admits that it is a Delaware  
15 corporation with its principal place of business at 1098 Harrison Street, San Francisco, California  
16 94103. Plaid admits that on January 13, 2020 it announced that it signed a definitive agreement to  
17 be acquired by Visa; however Plaid subsequently announced the mutual termination of the pending  
18 acquisition on January 12, 2021. Except as specifically admitted herein, Plaid denies all allegations  
19 in Paragraph 25.

20           **26.**     Plaid admits that it was founded in 2012 by Zach Perret and William Hockey with  
21 the intention of building a personal financial management tool but shortly thereafter pivoted its  
22 focus to building the fintech infrastructure layer that would make innovating in financial services  
23 easier for other developers so that those developers could build tools to help people live healthier  
24 financial lives. Except as specifically admitted herein, Plaid denies all allegations in Paragraph 26.

25           **27.**     Plaid admits that Perret and Hockey presented at NYC Data Business Meetup in  
26 February 2013. Plaid admits that the quoted language, but not the non-quoted characterizations,  
27 was said among other language during the cited presentation (though it has been taken out of  
28

1 context). Plaid denies all other allegations contained in Paragraph 27 except as specifically  
2 admitted herein.

3 **28.** Plaid admits that the quoted language, but not the non-quoted characterizations,  
4 appears among other language on the cited job posting pages (though it has been taken out of  
5 context). Plaid denies all other allegations and characterizations in Paragraph 28 except as  
6 specifically admitted herein.

7 **29.** Plaid admits that the cited interview describes the origin of the Plaid name. Plaid  
8 denies all other allegations and characterizations in Paragraph 29 except as specifically admitted  
9 herein.

10 **30.** Plaid admits that Venmo was one of its earliest clients. Plaid denies all other  
11 allegations and characterizations in Paragraph 30 except as specifically admitted herein.

12 **31.** Plaid admits that it provides software used by third-party developers, including  
13 developers of Venmo, Coinbase, and Square's CashApp. Plaid lacks sufficient knowledge or  
14 information to admit or deny the remainder of the allegations in Paragraph 31 and, on that basis,  
15 denies them.

16 **32.** In response to the second sentence of Paragraph 32, Plaid admits that it provides  
17 products and services that enable consumers to easily and securely link their financial accounts  
18 with third-party applications of their choosing and that can help application developers authenticate  
19 financial accounts. Plaid admits that authenticating bank accounts is important for the safety and  
20 security of payment transfers using mobile apps. Plaid lacks sufficient knowledge or information  
21 to admit or deny the fourth sentence of Paragraph 32 and, on that basis, denies it. Plaid denies all  
22 allegations and characterizations of Paragraph 32 except as specifically admitted herein.

23 **33.** Plaid admits that a small number of financial institutions currently offer an OAuth  
24 implementation to companies with which they have executed a data access agreement; the OAuth  
25 flow allows their customers to authenticate their financial account without giving a third party  
26 access to their login information. Plaid denies that OAuth is "typical." Plaid denies all allegations  
27 and characterizations of Paragraph 33 except as specifically admitted herein.

28

1           **34.**     Plaid admits that at one time (but not currently), Plaid provided linking services  
 2 using banking credentials that were collected from consumers by app developers in line with  
 3 industry standards. Plaid admits that, in order to mitigate risk and minimize proliferation of  
 4 credentials in the ecosystem, it subsequently created Plaid Link, which allowed Plaid to collect  
 5 credentials directly from the consumer. Plaid denies all allegations and characterizations in  
 6 Paragraph 34 except as specifically admitted herein.

7           **35.**     Plaid admits that the quoted language, but not the non-quoted characterizations, was  
 8 said in the cited interview (though it has been taken out of context). Plaid denies all other allegations  
 9 and characterizations in Paragraph 35 except as specifically admitted herein.

10          **36.**     Plaid admits that it provides a user interface, called Plaid Link, that enables  
 11 consumers to securely link their financial accounts with third-party applications of their  
 12 choosing. Plaid denies all allegations in Paragraph 36 except as specifically admitted herein.

13          **37.**     Plaid denies the allegations contained in Paragraph 37.

14          **38.**     Plaid admits that a consumer choosing to link their financial account to Venmo will  
 15 be prompted to select their financial institution from a list (of over 11,000 financial institutions)  
 16 and that that list may include the name, URL, and logo of the financial institution to assist  
 17 consumers in correctly identifying and linking their financial institution. Plaid admits that at one  
 18 time (but not at present) a user of the Venmo app seeking to link an account at Chase, Citibank, or  
 19 Bank of America may have seen images similar to the format reflected in Paragraph 38. Plaid  
 20 denies all allegations in Paragraph 38 except as specifically admitted herein.

21          **39.**     Plaid admits that at one time (but not at present) a user of the Venmo app seeking to  
 22 link a financial account at Chase, Citibank, or Bank of America may have seen screens prompting  
 23 the consumer to enter their Chase Bank or Citi Bank “User ID” or their Bank of America “Online  
 24 ID,” respectively. Plaid admits that, for certain financial institutions, it has collected login  
 25 information with users’ permission as described in its End User Privacy Policy. Plaid denies all  
 26 allegations in Paragraph 39 except as specifically admitted herein.

27          **40.**     Plaid admits that the quoted language, but not the non-quoted characterizations,  
 28 appears among other language on the cited pages (though it has been taken out of context). Plaid

1 denies all other allegations and characterizations in Paragraph 40 except as specifically admitted  
2 herein.

3       **41.** Plaid admits that the quoted language, but not the non-quoted characterizations,  
4 appears among other language on the cited page (though it has been taken out of context). Plaid  
5 denies all other allegations and characterizations in Paragraph 41 except as specifically admitted  
6 herein.

7       **42.** Plaid admits that the quoted language, but not the non-quoted characterizations,  
8 appeared at one point in time among other language on the cited page (though it has been taken out  
9 of context). Plaid denies all other allegations and characterizations in Paragraph 42 except as  
10 specifically admitted herein.

11       **43.** Plaid admits that the quoted language, but not the non-quoted characterizations,  
12 appeared among other language on the cited page (though it has been taken out of context). Plaid  
13 denies all other allegations and characterizations in Paragraph 43 except as specifically admitted  
14 herein.

15       **44.** Plaid admits that the quoted language, but not the non-quoted characterizations,  
16 appeared among other language within the Consumer Protection Principles released by the  
17 Consumer Financial Protection Bureau (“CFPB”) on October 18, 2017 (though it has been taken  
18 out of context). Plaid avers that the CFPB Principles also state that “[c]onsumers are generally able  
19 to authorize trusted third parties to obtain such information from account providers to use on behalf  
20 of consumers, for consumer benefit, and in a safe manner.” Plaid denies all other allegations and  
21 characterizations in Paragraph 44.

22       **45.** Plaid admits that the quoted language appears among other language in Plaid’s  
23 February 2017 response to CFPB’s Request for Information (though it has been taken out of  
24 context). Plaid denies all other allegations and characterizations in Paragraph 45 except as  
25 specifically admitted herein.

26       **46.** Plaid admits that the quoted language was said in reference to the early days of Plaid  
27 and among other things in the cited interview (though it has been taken out of context). Plaid denies  
28 all other allegations and characterizations in Paragraph 46 except as specifically admitted herein.

1           **47.**     Plaid denies the allegations contained in Paragraph 47.

2           **48.**     Plaid denies the allegations contained in Paragraph 48.

3           **49.**     Plaid denies the allegations contained in Paragraph 49.

4           **50.**     Plaid denies the allegations contained in Paragraph 50.

5           **51.**     Plaid admits that the quoted language appears among other language in a March  
6 2013 job posting on the cited page (though it has been taken out of context). Plaid denies all other  
7 allegations and characterizations in Paragraph 51 except as specifically admitted herein.

8           **52.**     Plaid admits that the block-quoted language appears among other language on the  
9 cited page (though it has been taken out of context). Plaid denies all other allegations and  
10 characterizations in Paragraph 52 except as specifically admitted herein.

11          **53.**     Plaid admits that it may collect certain information from financial accounts with  
12 users' permission, as described in its End User Privacy Policy. Plaid denies all other allegations  
13 and characterizations in Paragraph 53 except as specifically admitted herein.

14          **54.**     Plaid admits that the quoted language was said during the cited interview (though it  
15 has been taken out of context). Plaid denies all other allegations and characterizations in Paragraph  
16 54 except as specifically admitted herein.

17          **55.**     Plaid admits that the quoted language appears among other language on the cited  
18 page and in the cited interview (though it has been taken out of context). Plaid denies all other  
19 allegations and characterizations in Paragraph 55 except as specifically admitted herein.

20          **56.**     Plaid admits that it may collect certain information from financial accounts with  
21 users' permission, as described in its End User Privacy Policy. Plaid denies all other allegations  
22 and characterizations in Paragraph 56 except as specifically admitted herein.

23          **57.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
24 Paragraph 57 and, on that basis, denies them.

25          **58.**     Plaid admits that its products and services enable consumers to securely link  
26 financial accounts at over 11,000 financial institutions with thousands of third-party apps of their  
27 choosing. Plaid admits that Visa agreed to purchase Plaid for \$4.9 billion in cash and  
28 approximately \$400 million in retention equity and deferred equity but denies that the proposed



1 sale was consummated. Plaid denies all other allegations and characterizations in Paragraph 58  
2 except as specifically admitted herein.

3 **59.** Plaid denies the allegations contained in Paragraph 59.

4 **60.** Plaid admits that the quoted language appears among other language on the cited  
5 page (though it has been taken out of context). Plaid denies all other allegations and  
6 characterizations in Paragraph 60 except as specifically admitted herein.

7 **61.** Plaid denies the allegations contained in Paragraph 61.

8 **62.** Plaid admits that Visa agreed to purchase Plaid but denies that the proposed sale  
9 was consummated. Plaid denies all other allegations and characterizations in Paragraph 62 except  
10 as specifically admitted herein.

11 **63.** Plaid admits that the quoted language in the first sentence of Paragraph 63 appears  
12 among other language in a 2015 job posting on the cited page (though it has been taken out of  
13 context and has nothing to do with the sale of data). Plaid denies all other allegations and  
14 characterizations in Paragraph 63 except as specifically admitted herein.

15 **64.** Plaid admits that the quoted language was said during the cited interview of Zach  
16 Perret in May 2019 (though it has been taken out of context). Plaid denies all other allegations and  
17 characterizations in Paragraph 64 except as specifically admitted herein.

18 **65.** Plaid denies the allegations and characterizations in the first sentence of Paragraph  
19 65. Plaid lacks sufficient knowledge or information to admit or deny the allegations in the second  
20 sentence of Paragraph 65, which refer to the opinions of other entities and quote from third-party  
21 sources, and, on that basis, denies them.

22 **66.** Plaid admits that it has developed a user interface, called Plaid Link, that app  
23 developers can integrate within their app to enable consumers to securely link their financial  
24 accounts with third-party applications of their choosing. The fifth sentence of Paragraph 66 is a  
25 legal conclusion to which no response is required. To the extent that a response is required, Plaid  
26 denies the allegations in the fifth sentence of Paragraph 66. Plaid denies all other allegations and  
27 characterizations in Paragraph 66 except as specifically admitted herein.  
28

1           **67.**     Plaid admits that at one time (but not at present) a user of the Venmo app seeking to  
 2 link a financial account may have seen images similar to the format reflected in Paragraph 67. Plaid  
 3 denies all other allegations in Paragraph 67 except as specifically admitted herein.

4           **68.**     Plaid admits that at one time a user of the Venmo app seeking to link a financial  
 5 account may have seen the text quoted in Paragraph 68. Plaid denies all other allegations and  
 6 characterizations in Paragraph 68 except as specifically admitted herein.

7           **69.**     Plaid admits that at one time (but not at present) a user of the Venmo app seeking to  
 8 link a financial account may have seen the text quoted in Paragraph 69. Plaid denies all other  
 9 allegations and characterizations in Paragraph 69 except as specifically admitted herein.

10          **70.**     Plaid denies the allegations in Paragraph 70.

11          **71.**     Plaid admits that the block-quoted language has appeared among other language in  
 12 past iterations of Plaid's Privacy Policy (though it has been taken out of context). Plaid denies all  
 13 other allegations and characterizations in Paragraph 71 except as specifically admitted herein.

14          **72.**     Plaid admits that at one time (but not at present) a user of the Venmo app seeking to  
 15 link a financial account may have seen images similar to the format reflected in Paragraph 72. Plaid  
 16 denies all other allegations in Paragraph 72 except as specifically admitted herein.

17          **73.**     Paragraph 73 contains legal conclusions to which no response is required. To the  
 18 extent that a response is required, Plaid denies the allegations in Paragraph 73.

19          **74.**     Plaid denies the allegations in Paragraph 74.

20          **75.**     Plaid denies the allegations in Paragraph 75.

21          **76.**     Plaid admits that the quoted language in the second and third sentence of Paragraph  
 22 76 appears among other language on the cited pages (though they have been taken out of context  
 23 and have nothing to do with disclosures to consumers). Plaid denies all other allegations and  
 24 characterizations in Paragraph 76 except as specifically admitted herein.

25          **77.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
 26 Paragraph 77, which refer to third-party sources, and, on that basis, denies them.

27

28

1           **78.**     Plaid denies the first sentence of Paragraph 78. Plaid lacks sufficient knowledge or  
 2 information to admit or deny the remainder of the allegations in Paragraph 78, which refer to the  
 3 opinions of other entities and quote from third-party sources, and, on that basis, denies them.

4           **79.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
 5 Paragraph 79, which refer to the opinions of other entities and quote from third-party sources, and,  
 6 on that basis, denies them.

7           **80.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
 8 Paragraph 80, which refer to the opinions of other entities and quote from third-party sources, and,  
 9 on that basis, denies them.

10          **81.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
 11 Paragraph 81, which refer to the opinions of other entities and quote from third-party sources, and,  
 12 on that basis, denies them.

13          **82.**     Plaid denies the allegations contained in Paragraph 82.

14          **83.**     Plaid denies the allegations contained in Paragraph 83.

15          **84.**     The first sentence of Paragraph 84 contains legal conclusions to which no response  
 16 is required. To the extent that a response is required, Plaid denies the allegations in the first  
 17 sentence of Paragraph 84. Plaid lacks sufficient knowledge or information to admit or deny the  
 18 remainder of the allegations in Paragraph 84, which refer to third-party materials, and, on that basis,  
 19 denies them.

20          **85.**     Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
 21 Paragraph 85, which refer to third-party materials, and, on that basis, denies them.

22          **86.**     Paragraph 86 contains legal conclusions to which no response is required. To the  
 23 extent that a response is required, Plaid responds that it complies with applicable laws and  
 24 regulations.

25          **87.**     Paragraph 87 contains legal conclusions to which no response is required.

26          **88.**     Plaid admits that the quoted language appears among other language in a document  
 27 published by the CFPB in October 2017 entitled “Consumer Protection Principles: Consumer-  
 28

1 Authorized Financial Data Sharing and Aggregation.” Plaid denies all other allegations in  
2 Paragraph 88 except as specifically admitted herein.

3 **89.** Plaid admits that the quoted language appears among other language in Plaid’s  
4 October 2016 publication: “Financial data access methods: Creating a balanced approach.” Plaid  
5 avers that it builds its products with transparency in mind and complies with applicable laws and  
6 regulations concerning consumer disclosure. Plaid denies all other allegations in Paragraph 89  
7 except as specifically admitted herein.

8 **90.** Plaid admits that at one point (but not currently) the block-quoted language appeared  
9 among other language in Plaid’s Terms of Use. Plaid denies all other allegations and  
10 characterizations in Paragraph 90 except as specifically admitted herein.

11 **91.** Plaid admits that the block-quoted language appears among other language in  
12 Plaid’s Developer Policy. Plaid denies all other allegations in Paragraph 91 except as specifically  
13 admitted herein.

14 **92.** Plaid admits that the block-quoted language appeared among other language in  
15 Plaid’s February 2017 response to the CFPB’s RFI.

16 **93.** Plaid admits that the block-quoted language appeared among other language in  
17 Plaid’s March 2019 letter to the U.S. Senate Committee on Banking, Housing and Urban  
18 Affairs. Plaid admits that consumer permission and control are core principles, and that Plaid has  
19 developed disclosures and privacy policies designed to help consumers understand which  
20 information is collected and how it is used, shared and stored. Plaid denies all other allegations in  
21 Paragraph 93 except as specifically admitted herein.

22 **94.** Admitted.

23 **95.** Paragraph 95 contains legal conclusions to which no response is required. To the  
24 extent that a response is required, Plaid responds that it complies with applicable laws and  
25 regulations.

26 **96.** Paragraph 96 contains legal conclusions to which no response is required. To the  
27 extent that a response is required, Plaid denies that it violates any of the referenced provisions.  
28

1           **97.** Paragraph 97 contains legal conclusions to which no response is required. To the  
2 extent that a response is required, Plaid denies that it violates any of the referenced provisions.

3           **98.** Paragraph 98 contains legal conclusions to which no response is required. To the  
4 extent that a response is required, Plaid responds that it complies with applicable laws and  
5 regulations.

6           **99.** Plaid denies the allegation contained in Paragraph 99.

7           **100.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
8 Paragraph 100 and, on that basis, denies them.

9           **101.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
10 Paragraph 101 and, on that basis, denies them.

11           **102.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
12 Paragraph 102 and, on that basis, denies them.

13           **103.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
14 Paragraph 103 and, on that basis, denies them.

15           **104.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
16 Paragraph 104 and, on that basis, denies them.

17           **105.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
18 Paragraph 105 and, on that basis, denies them.

19           **106.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
20 Paragraph 106 and, on that basis, denies them.

21           **107.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
22 Paragraph 107 and, on that basis, denies them.

23           **108.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
24 Paragraph 108 and, on that basis, denies them.

25           **109.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
26 Paragraph 109 and, on that basis, denies them.

27           **110.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
28 Paragraph 110 and, on that basis, denies them.

1           **111.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
2 Paragraph 111 and, on that basis, denies them.

3           **112.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
4 Paragraph 112 and, on that basis, denies them.

5           **113.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
6 Paragraph 113 and, on that basis, denies them.

7           **114.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
8 Paragraph 114 and, on that basis, denies them.

9           **115.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
10 Paragraph 115 and, on that basis, denies them.

11           **116.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
12 Paragraph 116 and, on that basis, denies them.

13           **117.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
14 Paragraph 117 and, on that basis, denies them.

15           **118.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
16 Paragraph 118 and, on that basis, denies them.

17           **119.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
18 Paragraph 119 and, on that basis, denies them.

19           **120.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
20 Paragraph 120 and, on that basis, denies them.

21           **121.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
22 Paragraph 121 and, on that basis, denies them.

23           **122.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
24 Paragraph 122 and, on that basis, denies them.

25           **123.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
26 Paragraph 123 and, on that basis, denies them.

27           **124.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
28 Paragraph 124 and, on that basis, denies them.

1           **125.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
2 Paragraph 125 and, on that basis, denies them.

3           **126.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
4 Paragraph 126 and, on that basis, denies them.

5           **127.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
6 Paragraph 127 and, on that basis, denies them.

7           **128.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
8 Paragraph 128 and, on that basis, denies them.

9           **129.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
10 Paragraph 129 and, on that basis, denies them.

11           **130.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
12 Paragraph 130 and, on that basis, denies them.

13           **131.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
14 Paragraph 131 and, on that basis, denies them.

15           **132.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
16 Paragraph 132 and, on that basis, denies them.

17           **133.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
18 Paragraph 133 and, on that basis, denies them.

19           **134.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
20 Paragraph 134 and, on that basis, denies them.

21           **135.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
22 Paragraph 135 and, on that basis, denies them.

23           **136.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
24 Paragraph 136 and, on that basis, denies them.

25           **137.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
26 Paragraph 137 and, on that basis, denies them.

27           **138.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
28 Paragraph 138 and, on that basis, denies them.

1           **139.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
2 Paragraph 139 and, on that basis, denies them.

3           **140.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
4 Paragraph 140 and, on that basis, denies them.

5           **141.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
6 Paragraph 141 and, on that basis, denies them.

7           **142.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
8 Paragraph 142 and, on that basis, denies them.

9           **143.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
10 Paragraph 143 and, on that basis, denies them.

11           **144.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
12 Paragraph 144 and, on that basis, denies them.

13           **145.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
14 Paragraph 145 and, on that basis, denies them.

15           **146.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
16 Paragraph 146 and, on that basis, denies them.

17           **147.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
18 Paragraph 147 and, on that basis, denies them.

19           **148.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
20 Paragraph 148 and, on that basis, denies them.

21           **149.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
22 Paragraph 149 and, on that basis, denies them.

23           **150.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
24 Paragraph 150 and, on that basis, denies them.

25           **151.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
26 Paragraph 151 and, on that basis, denies them.

27           **152.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
28 Paragraph 152 and, on that basis, denies them.



1           **153.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
2 Paragraph 153 and, on that basis, denies them.

3           **154.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
4 Paragraph 154 and, on that basis, denies them.

5           **155.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
6 Paragraph 155 and, on that basis, denies them.

7           **156.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
8 Paragraph 156 and, on that basis, denies them.

9           **157.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
10 Paragraph 157 and, on that basis, denies them.

11           **158.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
12 Paragraph 158 and, on that basis, denies them.

13           **159.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
14 Paragraph 159 and, on that basis, denies them.

15           **160.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
16 Paragraph 160 and, on that basis, denies them.

17           **161.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
18 Paragraph 161 and, on that basis, denies them.

19           **162.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
20 Paragraph 162 and, on that basis, denies them.

21           **163.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
22 Paragraph 163 and, on that basis, denies them.

23           **164.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
24 Paragraph 164 and, on that basis, denies them.

25           **165.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
26 Paragraph 165 and, on that basis, denies them.

27           **166.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
28 Paragraph 166 and, on that basis, denies them.

1           **167.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
2 Paragraph 167 and, on that basis, denies them.

3           **168.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
4 Paragraph 168 and, on that basis, denies them.

5           **169.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
6 Paragraph 169 and, on that basis, denies them.

7           **170.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
8 Paragraph 170 and, on that basis, denies them.

9           **171.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
10 Paragraph 171 and, on that basis, denies them.

11           **172.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
12 Paragraph 172 and, on that basis, denies them.

13           **173.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
14 Paragraph 173 and, on that basis, denies them.

15           **174.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
16 Paragraph 174 and, on that basis, denies them.

17           **175.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
18 Paragraph 175 and, on that basis, denies them.

19           **176.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
20 Paragraph 175 and, on that basis, denies them.

21           **177.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
22 Paragraph 177 and, on that basis, denies them.

23           **178.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
24 Paragraph 178 and, on that basis, denies them.

25           **179.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
26 Paragraph 179 and, on that basis, denies them.

27           **180.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
28 Paragraph 180 and, on that basis, denies them.

1           **181.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
2 Paragraph 181 and, on that basis, denies them.

3           **182.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
4 Paragraph 182 and, on that basis, denies them.

5           **183.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
6 Paragraph 183 and, on that basis, denies them.

7           **184.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
8 Paragraph 184 and, on that basis, denies them.

9           **185.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
10 Paragraph 185 and, on that basis, denies them.

11           **186.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
12 Paragraph 186 and, on that basis, denies them.

13           **187.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
14 Paragraph 187 and, on that basis, denies them.

15           **188.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
16 Paragraph 188 and, on that basis, denies them.

17           **189.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
18 Paragraph 189 and, on that basis, denies them.

19           **190.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
20 Paragraph 190 and, on that basis, denies them.

21           **191.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
22 Paragraph 191 and, on that basis, denies them.

23           **192.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
24 Paragraph 192 and, on that basis, denies them.

25           **193.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
26 Paragraph 193 and, on that basis, denies them.

27           **194.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
28 Paragraph 194 and, on that basis, denies them.

1           **195.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
2 Paragraph 195 and, on that basis, denies them.

3           **196.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
4 Paragraph 196 and, on that basis, denies them.

5           **197.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
6 Paragraph 197 and, on that basis, denies them.

7           **198.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
8 Paragraph 198 and, on that basis, denies them.

9           **199.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
10 Paragraph 199 and, on that basis, denies them.

11           **200.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
12 Paragraph 200 and, on that basis, denies them.

13           **201.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
14 Paragraph 201 and, on that basis, denies them.

15           **202.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
16 Paragraph 202 and, on that basis, denies them.

17           **203.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
18 Paragraph 203 and, on that basis, denies them.

19           **204.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
20 Paragraph 204 and, on that basis, denies them.

21           **205.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
22 Paragraph 205 and, on that basis, denies them.

23           **206.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
24 Paragraph 206 and, on that basis, denies them.

25           **207.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
26 Paragraph 207 and, on that basis, denies them.

27           **208.** Paragraph 208 contains legal conclusions to which no response is required. To the  
28 extent that a response is required, Plaid denies the allegations in Paragraph 208.

1           **209.** Paragraph 209 contains legal conclusions to which no response is required. To the  
2 extent that a response is required, Plaid denies the allegations in Paragraph 209.

3           **210.** Paragraph 210 contains legal conclusions to which no response is required. To the  
4 extent that a response is required, Plaid denies the allegations in Paragraph 210.

5           **211.** Paragraph 211 contains legal conclusions to which no response is required. To the  
6 extent that a response is required, Plaid denies the allegations in Paragraph 211.

7           **212.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
8 Paragraph 212, which refer to a third-party survey, and, on that basis, denies them.

9           **213.** Plaid lacks sufficient knowledge or information to admit or deny the allegations and  
10 characterizations in Paragraph 213, which refer to a third-party survey, and, on that basis, denies  
11 them.

12           **214.** Paragraph 214 contains legal conclusions to which no response is required. To the  
13 extent that a response is required, Plaid denies the allegations in Paragraph 214.

14           **215.** Paragraph 215 contains legal conclusions to which no response is required. To the  
15 extent that a response is required, Plaid denies the allegations in Paragraph 215.

16           **216.** Paragraph 216 contains legal conclusions to which no response is required. To the  
17 extent that a response is required, Plaid denies the allegations in Paragraph 216.

18           **217.** Paragraph 217 contains legal conclusions to which no response is required. To the  
19 extent that a response is required, Plaid responds that it complies with applicable laws and  
20 regulations.

21           **218.** Paragraph 218 contains legal conclusions to which no response is required. Plaid  
22 also lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 218,  
23 which refers to positions of third parties, and, on that basis, denies them.

24           **219.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
25 Paragraph 219, which refers to statements and positions of third parties, and, on that basis, denies  
26 them.

27           **220.** Plaid denies the allegations in Paragraph 220.  
28

1           **221.** Paragraph 221 contains legal conclusions to which no response is required. To the  
2 extent that a response is required, Plaid denies the allegations in Paragraph 221.

3           **222.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
4 Paragraph 222, which refers to statements and positions of third parties, and, on that basis, denies  
5 them.

6           **223.** Paragraph 223 contains legal conclusions to which no response is required. To the  
7 extent that a response is required, Plaid denies the allegations in Paragraph 223.

8           **224.** Paragraph 224 contains legal conclusions to which no response is required. To the  
9 extent that a response is required, Plaid denies the allegations in Paragraph 224.

10          **225.** Paragraph 225 contains legal conclusions to which no response is required. To the  
11 extent that a response is required, Plaid denies the allegations in Paragraph 225.

12          **226.** Paragraph 226 contains legal conclusions to which no response is required. To the  
13 extent that a response is required, Plaid denies the allegations in Paragraph 226.

14          **227.** Paragraph 227 contains legal conclusions to which no response is required. To the  
15 extent that a response is required, Plaid denies the allegations in Paragraph 227.

16          **228.** Plaid denies that Plaintiffs and Class members suffered loss of use and control to  
17 Plaid of their own sensitive financial information. Plaid lacks sufficient knowledge or information  
18 to admit or deny the remainder of the allegations in Paragraph 228 and, on that basis, denies them.

19          **229.** The first sentence of Paragraph 229 contains legal conclusions to which no response  
20 is required. To the extent that a response is required, Plaid denies those allegations. Plaid further  
21 denies the allegations and characterizations in the second sentence of Paragraph 229.

22          **230.** Plaid denies the allegations in Paragraph 230.

23          **231.** Paragraph 231 contains legal conclusions to which no response is required. To the  
24 extent that a response is required, Plaid denies the allegations in Paragraph 231.

25          **232.** Plaid denies the allegations in the first sentence of Paragraph 232. Plaid lacks  
26 sufficient knowledge or information to admit or deny the allegations in the block-quoted portion of  
27 Paragraph 232 and, on that basis, denies them.

28          **233.** Plaid denies the allegations in Paragraph 233.

1           **234.** Plaid denies the allegations in Paragraph 234.

2           **235.** Plaid denies the allegations in Paragraph 235.

3           **236.** Paragraph 236 contains legal conclusions to which no response is required. To the  
4 extent that a response is required, Plaid denies the allegations in Paragraph 236.

5           **237.** Paragraph 237 contains legal conclusions to which no response is required. To the  
6 extent that a response is required, Plaid admits that Plaid's headquarters and principal place of  
7 business are in California. Except as specifically admitted herein, Plaid denies the allegations in  
8 Paragraph 237.

9           **238.** Paragraph 238 contains legal conclusions to which no response is required. To the  
10 extent that a response is required, Plaid denies the allegations in Paragraph 238.

11           **239.** Paragraph 239 contains legal conclusions to which no response is required. To the  
12 extent that a response is required, Plaid denies the allegations in Paragraph 239.

13           **240.** Plaid denies the allegations in Paragraph 240.

14           **241.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
15 Paragraph 241 and, on that basis, denies them.

16           **242.** Paragraph 242 contains legal conclusions to which no response is required. To the  
17 extent that a response is required, Plaid denies the allegations in Paragraph 242.

18           **243.** Paragraph 243 contains legal conclusions to which no response is required. To the  
19 extent that a response is required, Plaid denies the allegations in Paragraph 243.

20           **244.** Paragraph 244 contains legal conclusions to which no response is required. To the  
21 extent that a response is required, Plaid denies the allegations in Paragraph 244.

22           **245.** Plaid realleges and incorporates by reference the foregoing admissions, denials,  
23 averments, and responses as though fully set forth herein.

24           **246.** Paragraph 246 contains Plaintiffs' characterization of their action, to which no  
25 response is required. Plaid denies that any class can be certified under Rule 23.

26           **247.** Paragraph 247 contains Plaintiffs' proposed class definition, to which no response  
27 is required. Plaid denies that any class can be certified under Rule 23.

28

1           **248.** Paragraph 248 contains Plaintiffs' proposed class definition, to which no response  
2 is required. Plaid denies that any class can be certified under Rule 23.

3           **249.** Paragraph 249 contains exclusions from Plaintiffs' proposed class definition, to  
4 which no response is required. Plaid denies that any class can be certified under Rule 23.

5           **250.** Paragraph 250 contains legal conclusions to which no response is required. Plaid  
6 denies that Plaintiffs can modify their proposed Class definitions as a matter of right.

7           **251.** Paragraph 251 contains legal conclusions to which no response is required. To the  
8 extent that a response is required, Plaid denies the allegations in Paragraph 251.

9           **252.** Paragraph 252 contains legal conclusions to which no response is required. To the  
10 extent that a response is required, Plaid lacks sufficient knowledge or information to admit or deny  
11 the allegations in Paragraph 252, which refer to statistics relating to third parties, and, on that basis,  
12 denies them.

13           **253.** Paragraph 253 contains legal conclusions to which no response is required. Plaid  
14 denies that any class can be certified under Rule 23.

15           **254.** Paragraph 254 contains legal conclusions to which no response is required. To the  
16 extent that a response is required, Plaid denies the allegations in Paragraph 254 and denies that any  
17 class can be certified under Rule 23.

18           **255.** Paragraph 255 contains legal conclusions to which no response is required. Plaid  
19 denies that any class can be certified under Rule 23.

20           **256.** Paragraph 256 contains legal conclusions to which no response is required. Plaid  
21 denies that any class can be certified under Rule 23.

22           **257.** Paragraph 257 contains legal conclusions to which no response is required. Plaid  
23 denies that any class can be certified under Rule 23.

24           **258.** Paragraph 258 contains legal conclusions to which no response is required. Plaid  
25 denies that any class can be certified under Rule 23.

26           **259.** Plaid realleges and incorporates by reference the foregoing admissions, denials,  
27 averments, and responses as though fully set forth herein. Paragraph 259 contains legal  
28



1 conclusions to which no response is required. To the extent that a response is required, Plaid denies  
2 the allegations in Paragraph 259.

3 **260.** Paragraph 260 contains Plaintiffs' characterization of their action, to which no  
4 response is required. Plaid denies that any class can be certified under Rule 23.

5 **261.** Paragraph 261 contains legal allegations to which no response is required. To the  
6 extent that a response is required, Plaid denies the allegations in Paragraph 261.

7 **262.** Paragraph 262 contains legal conclusions to which no response is required. To the  
8 extent that a response is required, Plaid denies the allegations in Paragraph 262.

9 **263.** Paragraph 263 contains legal conclusions to which no response is required. To the  
10 extent that a response is required, Plaid denies the allegations in Paragraph 263.

11 **264.** Paragraph 264 contains legal conclusions to which no response is required. To the  
12 extent that a response is required, Plaid denies the allegations in Paragraph 264.

13 **265.** Paragraph 265 contains legal conclusions to which no response is required. To the  
14 extent that a response is required, Plaid denies the allegations in Paragraph 265.

15 **266.** Paragraph 266 contains legal conclusions to which no response is required. To the  
16 extent that a response is required, Plaid denies the allegations in Paragraph 266.

17 **267.** Paragraph 267 contains legal conclusions to which no response is required. To the  
18 extent that a response is required, Plaid denies the allegations in Paragraph 267.

19 **268.** Paragraph 268 contains legal conclusions to which no response is required. To the  
20 extent that a response is required, Plaid denies the allegations in Paragraph 268.

21 **269.** Paragraph 269 contains legal conclusions to which no response is required. To the  
22 extent that a response is required, Plaid denies the allegations in Paragraph 269.

23 **270.** Plaid denies Paragraph 270 as moot in light of the Court's dismissal with prejudice  
24 of this claim. (*See* ECF No. 125.)

25 **271.** Plaid denies Paragraph 271 as moot in light of the Court's dismissal with prejudice  
26 of this claim. (*See* ECF No. 125.)

27 **272.** Plaid denies Paragraph 272 as moot in light of the Court's dismissal with prejudice  
28 of this claim. (*See* ECF No. 125.)

1           **273.** Plaid denies Paragraph 273 as moot in light of the Court's dismissal with prejudice  
2 of this claim. (*See* ECF No. 125.)

3           **274.** Plaid denies Paragraph 274 as moot in light of the Court's dismissal with prejudice  
4 of this claim. (*See* ECF No. 125.)

5           **275.** Plaid denies Paragraph 275 as moot in light of the Court's dismissal with prejudice  
6 of this claim. (*See* ECF No. 125.)

7           **276.** Plaid denies Paragraph 276 as moot in light of the Court's dismissal with prejudice  
8 of this claim. (*See* ECF No. 125.)

9           **277.** Plaid denies Paragraph 277 as moot in light of the Court's dismissal with prejudice  
10 of this claim. (*See* ECF No. 125.)

11           **278.** Plaid denies Paragraph 278 as moot in light of the Court's dismissal with prejudice  
12 of this claim. (*See* ECF No. 125.)

13           **279.** Plaid denies Paragraph 279 as moot in light of the Court's dismissal with prejudice  
14 of this claim. (*See* ECF No. 125.)

15           **280.** Plaid denies Paragraph 280 as moot in light of the Court's dismissal with prejudice  
16 of this claim. (*See* ECF No. 125.)

17           **281.** Plaid denies Paragraph 281 as moot in light of the Court's dismissal with prejudice  
18 of this claim. (*See* ECF No. 125.)

19           **282.** Plaid denies Paragraph 282 as moot in light of the Court's dismissal with prejudice  
20 of this claim. (*See* ECF No. 125.)

21           **283.** Plaid denies Paragraph 283 as moot in light of the Court's dismissal with prejudice  
22 of this claim. (*See* ECF No. 125.)

23           **284.** Plaid denies Paragraph 284 as moot in light of the Court's dismissal with prejudice  
24 of this claim. (*See* ECF No. 125.)

25           **285.** Plaid denies Paragraph 285 as moot in light of the Court's dismissal with prejudice  
26 of this claim. (*See* ECF No. 125.)

27           **286.** Plaid denies Paragraph 286 as moot in light of the Court's dismissal with prejudice  
28 of this claim. (*See* ECF No. 125.)

1           **287.** Plaid denies Paragraph 287 as moot in light of the Court's dismissal with prejudice  
2 of this claim. (*See* ECF No. 125.)

3           **288.** Plaid denies Paragraph 288 as moot in light of the Court's dismissal with prejudice  
4 of this claim. (*See* ECF No. 125.)

5           **289.** Plaid denies Paragraph 289 as moot in light of the Court's dismissal with prejudice  
6 of this claim. (*See* ECF No. 125.)

7           **290.** Plaid denies Paragraph 290 as moot in light of the Court's dismissal with prejudice  
8 of this claim. (*See* ECF No. 125.)

9           **291.** Plaid denies Paragraph 291 as moot in light of the Court's dismissal with prejudice  
10 of this claim. (*See* ECF No. 125.)

11           **292.** Plaid denies Paragraph 292 as moot in light of the Court's dismissal with prejudice  
12 of this claim. (*See* ECF No. 125.)

13           **293.** Plaid denies Paragraph 293 as moot in light of the Court's dismissal with prejudice  
14 of this claim. (*See* ECF No. 125.)

15           **294.** Plaid denies Paragraph 294 as moot in light of the Court's dismissal with prejudice  
16 of this claim. (*See* ECF No. 125.)

17           **295.** Plaid denies Paragraph 295 as moot in light of the Court's dismissal with prejudice  
18 of this claim. (*See* ECF No. 125.)

19           **296.** Plaid denies Paragraph 296 as moot in light of the Court's dismissal with prejudice  
20 of this claim. (*See* ECF No. 125.)

21           **297.** Plaid denies Paragraph 297 as moot in light of the Court's dismissal with prejudice  
22 of this claim. (*See* ECF No. 125.)

23           **298.** Plaid denies Paragraph 298 as moot in light of the Court's dismissal with prejudice  
24 of this claim. (*See* ECF No. 125.)

25           **299.** Plaid denies Paragraph 299 as moot in light of the Court's dismissal with prejudice  
26 of this claim. (*See* ECF No. 125.)

27           **300.** Plaid denies Paragraph 300 as moot in light of the Court's dismissal with prejudice  
28 of this claim. (*See* ECF No. 125.)

1           **301.** Plaid denies Paragraph 301 as moot in light of the Court's dismissal with prejudice  
2 of this claim. (*See* ECF No. 125.)

3           **302.** Plaid denies Paragraph 302 as moot in light of the Court's dismissal with prejudice  
4 of this claim. (*See* ECF No. 125.)

5           **303.** Plaid denies Paragraph 203 as moot in light of the Court's dismissal with prejudice  
6 of this claim. (*See* ECF No. 125.)

7           **304.** Plaid denies Paragraph 304 as moot in light of the Court's dismissal with prejudice  
8 of this claim. (*See* ECF No. 125.)

9           **305.** Plaid denies Paragraph 305 as moot in light of the Court's dismissal with prejudice  
10 of this claim. (*See* ECF No. 125.)

11           **306.** Plaid denies Paragraph 306 as moot in light of the Court's dismissal with prejudice  
12 of this claim. (*See* ECF No. 125.)

13           **307.** Plaid denies Paragraph 307 as moot in light of the Court's dismissal with prejudice  
14 of this claim. (*See* ECF No. 125.)

15           **308.** Plaid denies Paragraph 308 as moot in light of the Court's dismissal with prejudice  
16 of this claim. (*See* ECF No. 125.)

17           **309.** Plaid denies Paragraph 309 as moot in light of the Court's dismissal with prejudice  
18 of this claim. (*See* ECF No. 125.)

19           **310.** Plaid denies Paragraph 310 as moot in light of the Court's dismissal with prejudice  
20 of this claim. (*See* ECF No. 125.)

21           **311.** Plaid denies Paragraph 311 as moot in light of the Court's dismissal with prejudice  
22 of this claim. (*See* ECF No. 125.)

23           **312.** Plaid denies Paragraph 312 as moot in light of the Court's dismissal with prejudice  
24 of this claim. (*See* ECF No. 125.)

25           **313.** Plaid denies Paragraph 313 as moot in light of the Court's dismissal with prejudice  
26 of this claim. (*See* ECF No. 125.)

27           **314.** Plaid denies Paragraph 314 as moot in light of the Court's dismissal with prejudice  
28 of this claim. (*See* ECF No. 125.)

1           **315.** Plaid denies Paragraph 315 as moot in light of the Court's dismissal with prejudice  
2 of this claim. (*See* ECF No. 125.)

3           **316.** Plaid denies Paragraph 316 as moot in light of the Court's dismissal with prejudice  
4 of this claim. (*See* ECF No. 125.)

5           **317.** Plaid realleges and incorporates by reference the foregoing admissions, denials,  
6 averments, and responses as though fully set forth herein.

7           **318.** Paragraph 318 contains Plaintiffs' characterization of their action, to which no  
8 response is required. Plaid denies that any class can be certified under Rule 23.

9           **319.** Paragraph 319 contains legal conclusions to which no response is required. To the  
10 extent that a response is required, Plaid denies the allegations in Paragraph 319.

11           **320.** Paragraph 320 contains legal conclusions to which no response is required. To the  
12 extent that a response is required, Plaid denies the allegations in Paragraph 320.

13           **321.** Paragraph 321 contains legal conclusions to which no response is required. To the  
14 extent that a response is required, Plaid denies the allegations in Paragraph 321.

15           **322.** Paragraph 322 contains legal conclusions to which no response is required. To the  
16 extent that a response is required, Plaid denies the allegations in Paragraph 322.

17           **323.** Paragraph 323 contains legal conclusions to which no response is required. To the  
18 extent that a response is required, Plaid denies the allegations in Paragraph 323.

19           **324.** Paragraph 324 contains legal conclusions to which no response is required. To the  
20 extent that a response is required, Plaid denies the allegations in Paragraph 324.

21           **325.** Paragraph 325 contains legal conclusions to which no response is required. To the  
22 extent that a response is required, Plaid denies the allegations in Paragraph 325.

23           **326.** Plaid denies Paragraph 326 as moot in light of the Court's dismissal with prejudice  
24 of this claim. (*See* ECF No. 125.)

25           **327.** Plaid denies Paragraph 327 as moot in light of the Court's dismissal with prejudice  
26 of this claim. (*See* ECF No. 125.)

27           **328.** Plaid denies Paragraph 328 as moot in light of the Court's dismissal with prejudice  
28 of this claim. (*See* ECF No. 125.)

1           **329.** Plaid denies Paragraph 329 as moot in light of the Court’s dismissal with prejudice  
2 of this claim. (*See* ECF No. 125.)

3           **330.** Plaid denies Paragraph 330 as moot in light of the Court’s dismissal with prejudice  
4 of this claim. (*See* ECF No. 125.)

5           **331.** Plaid denies Paragraph 331 as moot in light of the Court’s dismissal with prejudice  
6 of this claim. (*See* ECF No. 125.)

7           **332.** Plaid denies Paragraph 332 as moot in light of the Court’s dismissal with prejudice  
8 of this claim. (*See* ECF No. 125.)

9           **333.** Plaid denies Paragraph 333 as moot in light of the Court’s dismissal with prejudice  
10 of this claim. (*See* ECF No. 125.)

11           **334.** Plaid denies Paragraph 334 as moot in light of the Court’s dismissal with prejudice  
12 of this claim. (*See* ECF No. 125.)

13           **335.** Plaid denies Paragraph 335 as moot in light of the Court’s dismissal with prejudice  
14 of this claim. (*See* ECF No. 125.)

15           **336.** Plaid denies Paragraph 336 as moot in light of the Court’s dismissal with prejudice  
16 of this claim. (*See* ECF No. 125.)

17           **337.** Plaid denies Paragraph 337 as moot in light of the Court’s dismissal with prejudice  
18 of this claim. (*See* ECF No. 125.)

19           **338.** Plaid realleges and incorporates by reference the foregoing admissions, denials,  
20 averments, and responses as though fully set forth herein.

21           **339.** Paragraph 339 contains Plaintiffs’ characterization of their action, to which no  
22 response is required. Plaid denies that any class can be certified under Rule 23.

23           **340.** Paragraph 340 contains legal conclusions to which no response is required. To the  
24 extent that a response is required, Plaid denies the allegations in Paragraph 340.

25           **341.** Paragraph 341 contains legal conclusions to which no response is required. To the  
26 extent that a response is required, Plaid denies the allegations in Paragraph 341.

27           **342.** Paragraph 342 contains legal conclusions to which no response is required. To the  
28 extent that a response is required, Plaid denies the allegations in Paragraph 342.

1           **343.** Paragraph 343 contains legal conclusions to which no response is required. To the  
2 extent that a response is required, Plaid denies the allegations in Paragraph 343.

3           **344.** Paragraph 344 contains legal conclusions to which no response is required. To the  
4 extent that a response is required, Plaid denies the allegations in Paragraph 344.

5           **345.** Paragraph 345 contains legal conclusions to which no response is required. To the  
6 extent that a response is required, Plaid denies the allegations in Paragraph 345.

7           **346.** Paragraph 346 contains legal conclusions to which no response is required. To the  
8 extent that a response is required, Plaid denies the allegations in Paragraph 346.

9           **347.** Paragraph 347 contains legal conclusions to which no response is required. To the  
10 extent that a response is required, Plaid denies the allegations in Paragraph 347.

11           **348.** Paragraph 348 contains legal conclusions to which no response is required. To the  
12 extent that a response is required, Plaid denies the allegations in Paragraph 348.

13           **349.** Plaid realleges and incorporates by reference the foregoing admissions, denials,  
14 averments, and responses as though fully set forth herein.

15           **350.** Paragraph 350 contains Plaintiffs' characterization of their action, to which no  
16 response is required. Plaid denies that any class can be certified under Rule 23.

17           **351.** Paragraph 351 contains legal conclusions to which no response is required. To the  
18 extent that a response is required, Plaid responds that it complies with applicable laws and  
19 regulations.

20           **352.** Plaid lacks sufficient knowledge or information to admit or deny the allegations in  
21 Paragraph 352 and, on that basis, denies them.

22           **353.** Paragraph 353 contains legal conclusions to which no response is required. To the  
23 extent that a response is required, Plaid responds that it complies with applicable laws and  
24 regulations.

25           **354.** Paragraph 354 contains legal conclusions to which no response is required. To the  
26 extent that a response is required, Plaid responds that it complies with applicable laws and  
27 regulations.  
28

1           **355.** Paragraph 355 contains legal conclusions to which no response is required. To the  
2 extent a response is required, Plaid denies the allegations in Paragraph 355.

3           **356.** Plaid realleges and incorporates by reference the foregoing admissions, denials,  
4 averments, and responses as though fully set forth herein.

5           **357.** Paragraph 357 contains Plaintiffs' characterization of their action, to which no  
6 response is required. Plaid denies that any class can be certified under Rule 23.

7           **358.** Paragraph 358 contains legal conclusions to which no response is required. To the  
8 extent that a response is required, Plaid denies the allegations in Paragraph 358.

9           **359.** Paragraph 359 contains legal conclusions to which no response is required. To the  
10 extent that a response is required, Plaid denies the allegations in Paragraph 359.

11           **360.** Paragraph 360 contains legal conclusions to which no response is required. To the  
12 extent that a response is required, Plaid denies the allegations in Paragraph 360.

13           **361.** Paragraph 361 contains legal conclusions to which no response is required. To the  
14 extent that a response is required, Plaid denies the allegations in Paragraph 361.

15           **362.** Paragraph 362 contains legal conclusions to which no response is required. To the  
16 extent that a response is required, Plaid denies the allegations in Paragraph 362.

17           **363.** Paragraph 363 is Plaintiffs' characterization of their claims to which no response is  
18 required. Plaid denies that Plaintiffs are entitled to any of the requested relief.

19           **364.** Plaid denies Paragraph 364 as moot in light of the Court's dismissal with prejudice  
20 of this claim. (*See* ECF No. 125.)

21           **365.** Plaid denies Paragraph 365 as moot in light of the Court's dismissal with prejudice  
22 of this claim. (*See* ECF No. 125.)

23           **366.** Plaid denies Paragraph 366 as moot in light of the Court's dismissal with prejudice  
24 of this claim. (*See* ECF No. 125.)

25           **367.** Plaid denies Paragraph 367 as moot in light of the Court's dismissal with prejudice  
26 of this claim. (*See* ECF No. 125.)

27           **368.** Plaid denies Paragraph 368 as moot in light of the Court's dismissal with prejudice  
28 of this claim. (*See* ECF No. 125.)



**370.** Plaid denies Paragraph 370 as moot in light of the Court's dismissal with prejudice of this claim. (*See* ECF No. 125.)

**371.** Plaid denies Paragraph 371 as moot in light of the Court's dismissal with prejudice of this claim. (*See* ECF No. 125.)

**372.** Plaid denies Paragraph 372 as moot in light of the Court's dismissal with prejudice of this claim. (*See* ECF No. 125.)

**373.** Plaid denies Paragraph 373 as moot in light of the Court's dismissal with prejudice of this claim. (*See* ECF No. 125.)

**374.** Plaid denies Paragraph 374 as moot in light of the Court's dismissal with prejudice of this claim. (*See* ECF No. 125.)

**375.** Plaid denies Paragraph 375 as moot in light of the Court's dismissal with prejudice of this claim. (*See* ECF No. 125.)

**376.** Plaid denies Paragraph 376 as moot in light of the Court's dismissal with prejudice of this claim. (*See* ECF No. 125.)

**377.** Plaid denies Paragraph 377 as moot in light of the Court's dismissal with prejudice of this claim. (*See* ECF No. 125.)

**378.** Plaid denies Paragraph 378 as moot in light of the Court's dismissal with prejudice of this claim. (*See* ECF No. 125.)

To the extent a response is required, Plaid denies that Plaintiffs or class members have suffered any harm or damage of any kind and denies that Plaintiffs or class members are entitled to the relief sought or any other relief.

Plaid asserts the following affirmative defenses to the remaining claims in Plaintiffs' Consolidated Amended Class Action Complaint for Damages and Declaratory and Equitable Relief (the "Complaint") for: (1) alleged invasion of privacy (intrusion into private affairs) (the "Invasion

of Privacy Claim”); (2) alleged violations of the California Constitutional Right to Privacy (Article I, Section I of the California Constitution) (together, with the Invasion of Privacy claim, the “Privacy Claims”); (3) alleged violations of the California Anti-Phishing Act of 2005 (the “APA Claims”); (4) alleged deceit (i.e., alleged violations of California Civil Code sections 1709 and 1710) (the “Deceit Claims”); and (5) alleged unjust enrichment (i.e., Plaintiffs’ quasi-contract claim for restitution and disgorgement) (the “Unjust Enrichment Claim”).

Plaid asserts these affirmative defenses without assuming the burden of proof for such defenses that would otherwise fall on Plaintiffs. Further, Plaid reserves the right to supplement or amend these affirmative defenses as discovery is further conducted and does not knowingly or intentionally waive any applicable affirmative defense. Finally, Plaid repeats, re-alleges, and incorporates by reference herein each and every response to every paragraph above and below as if fully set forth in each of Plaid’s affirmative defenses below.

#### **FIRST DEFENSE**

Plaintiffs’ Complaint fails to state any claims for which relief may be granted against Plaid.

#### **SECOND DEFENSE**

Plaintiffs’ Deceit Claims are barred, in whole or in part, because Plaintiffs ratified Plaid’s alleged conduct.

On information and belief, to the extent Plaintiffs used Plaid at all, Plaintiffs knowingly consented to use Plaid’s services when they chose to link their financial account(s) to third-party applications of their choosing and agreed to Plaid’s End User Privacy Policy. On information and belief, Plaintiffs, after learning of Plaid’s role in connecting their financial account(s) to third party applications of their choosing, continued on a voluntary basis to use Plaid’s services and/or chose not to disconnect their linked accounts from their chosen third-party applications and/or chose not to request that Plaid delete their data. On information and belief, Plaintiffs knowingly consented to use Plaid’s services when they chose to re-link their financial account(s) to their selected third-party applications or initiated new connections between their financial account(s) and additional third-party applications and agreed to Plaid’s End User Privacy Policy.

1 Plaintiffs received substantial benefits by taking affirmative action to link their financial  
 2 accounts through Plaid, and at the same time waived any right to claim any damages related to that  
 3 use. Plaintiffs' Deceit Claims are thus barred, in whole or in part, by Plaintiffs' ratification of  
 4 Plaid's alleged conduct.

### 5 **THIRD DEFENSE**

6 Plaintiffs' Privacy Claims, APA Claims, and Deceit Claims are barred, in whole or in part,  
 7 by the relevant and applicable statutes of limitations for each respective claim.

8 As set forth above, Plaintiffs had actual or imputed (or, at a minimum, constructive)  
 9 knowledge of Plaid's products and services, with which they appear to take issue in their  
 10 Complaint, since at least 2017. Because of Plaintiffs' actual, imputed, and/or constructive  
 11 knowledge of Plaid's alleged conduct dating back to at least 2017, any limitations periods  
 12 associated with Plaintiffs' Privacy Claims, APA Claims, and Deceit Claims should not be  
 13 tolled. Accordingly, since Plaintiffs did not bring any claims against Plaid until 2020, Plaintiffs'  
 14 Privacy Claims, APA Claims, and Deceit Claims are therefore barred, in whole or in part, by the  
 15 relevant statutes of limitations.

### 16 **FOURTH DEFENSE**

17 Plaintiff's Privacy Claims and APA Claims are barred, in whole or in part, because Plaintiffs  
 18 consented, impliedly or expressly, to Plaid's alleged conduct.

19 On information and belief, to the extent Plaintiffs used Plaid at all, Plaintiffs knowingly  
 20 consented to use Plaid's services when they chose to link their financial account(s) to third-party  
 21 applications of their choosing and agreed to Plaid's End User Privacy Policy. On information and  
 22 belief, Plaintiffs, after learning of Plaid's role in connecting their financial account(s) to third party  
 23 applications of their choosing, continued on a voluntary basis to use Plaid's services and/or chose  
 24 not to disconnect their linked accounts from their chosen third-party applications and/or chose not  
 25 to request that Plaid delete their data. On information and belief, Plaintiffs knowingly consented  
 26 to use Plaid's services when they chose to re-link their financial account(s) to their selected third-  
 27 party applications or initiated new connections between their financial account(s) and additional  
 28 third-party applications and agreed to Plaid's End User Privacy Policy.

1 Plaintiffs thus consented to Plaid's practices when they linked their financial accounts to  
 2 third-party applications of their choosing using Plaid and agreed to Plaid's privacy  
 3 policy. Moreover, Plaintiffs' continued use of third-party applications, all while knowing of those  
 4 applications' use of Plaid's products and services, implies and indicates that Plaintiffs consented to  
 5 all practices disclosed in Plaid's privacy policy.

### 6 **FIFTH DEFENSE**

7 Plaintiffs' Privacy Claims, APA Claims, Deceit Claims, and Unjust Enrichment Claim are  
 8 barred, in whole or in part, by the doctrine of waiver.

9 On information and belief, to the extent Plaintiffs used Plaid at all, Plaintiffs knowingly  
 10 consented to use Plaid's services when they chose to link their financial account(s) to third-party  
 11 applications of their choosing and agreed to Plaid's End User Privacy Policy. On information and  
 12 belief, Plaintiffs, after learning of Plaid's role in connecting their financial account(s) to third party  
 13 applications of their choosing, continued on a voluntary basis to use Plaid's services and/or chose  
 14 not to disconnect their linked accounts from their chosen third-party applications and/or chose not  
 15 to request that Plaid delete their data. On information and belief, Plaintiffs knowingly consented  
 16 to use Plaid's services when they chose to re-link their financial account(s) to their selected third-  
 17 party applications or initiated new connections between their financial account(s) and additional  
 18 third-party applications and agreed to Plaid's End User Privacy Policy.

19 Plaintiffs thus waived their Privacy Claims, APA Claims, Deceit Claims, and Unjust  
 20 Enrichment Claim—and relinquished any other alleged enforceable rights and claims against  
 21 Plaid—when they knowingly linked their financial accounts to third-party applications through  
 22 Plaid and benefited from the third-party applications' use of Plaid's products and services.

### 23 **SIXTH DEFENSE**

24 Plaintiffs' Privacy Claims, APA Claims, Deceit Claims, and Unjust Enrichment Claim are  
 25 barred, in whole or in part, by the doctrine of laches.

26 On information and belief, to the extent Plaintiffs used Plaid at all, Plaintiffs knowingly  
 27 consented to use Plaid's services when they chose to link their financial account(s) to third-party  
 28 applications of their choosing and agreed to Plaid's End User Privacy Policy. On information and

1 belief, Plaintiffs, after learning of Plaid's role in connecting their financial account(s) to third party  
 2 applications of their choosing, continued on a voluntary basis to use Plaid's services and/or chose  
 3 not to disconnect their linked accounts from their chosen third-party applications and/or chose not  
 4 to request that Plaid delete their data. On information and belief, Plaintiffs knowingly consented  
 5 to use Plaid's services when they chose to re-link their financial account(s) to their selected third-  
 6 party applications or initiated new connections between their financial account(s) and additional  
 7 third-party applications and agreed to Plaid's End User Privacy Policy.

8 The doctrine of laches thus bars Plaintiffs' Privacy Claims, APA Claims, Deceit Claims,  
 9 and Unjust Enrichment Claim because Plaintiffs had actual and/or constructive knowledge of  
 10 Plaid's alleged conduct in at least 2017, yet failed to bring any such claims against Plaid until  
 11 2020. During this delay, Plaid detrimentally relied on Plaintiffs' delay and continued to develop  
 12 its products and services and relationships with financial institutions and third-party  
 13 applications. This significant and improper delay now prevents Plaintiffs from asserting such  
 14 claims.

### 15 SEVENTH DEFENSE

16 Plaintiffs' Privacy Claims, APA Claims, Deceit Claims, and Unjust Enrichment Claim are  
 17 barred, in whole or in part, by the doctrine of estoppel.

18 On information and belief, to the extent Plaintiffs used Plaid at all, Plaintiffs knowingly  
 19 consented to use Plaid's services when they chose to link their financial account(s) to third-party  
 20 applications of their choosing and agreed to Plaid's End User Privacy Policy. On information and  
 21 belief, Plaintiffs, after learning of Plaid's role in connecting their financial account(s) to third party  
 22 applications of their choosing, continued on a voluntary basis to use Plaid's services and/or chose  
 23 not to disconnect their linked accounts from their chosen third-party applications and/or chose not  
 24 to request that Plaid delete their data. On information and belief, Plaintiffs knowingly consented  
 25 to use Plaid's services when they chose to re-link their financial account(s) to their selected third-  
 26 party applications or initiated new connections between their financial account(s) and additional  
 27 third-party applications and agreed to Plaid's End User Privacy Policy.

28

1 Plaintiffs' conduct now estops them from bringing their Privacy Claims, APA Claims,  
 2 Deceit Claims, and Unjust Enrichment Claim against Plaid. Plaintiffs had actual and/or  
 3 constructive knowledge of third-party applications' use of Plaid's products and services since at  
 4 least 2017, continued to use the third-party applications using Plaid's products and services with  
 5 said knowledge, and subsequently used Plaid's products and services to link their financial  
 6 account(s) to additional third-party applications with said knowledge. The doctrine of estoppel  
 7 now bars them from asserting any such claims against Plaid.

### 8 **EIGHTH DEFENSE**

9 Plaintiffs' APA Claims are barred by the doctrine of due process. Plaintiffs' statutory  
 10 damages claims under California's Anti-Phishing Act are grossly disproportionate to any such harm  
 11 Plaintiffs allege they incurred. Indeed, Plaintiffs have not alleged that they were the victims of a  
 12 phishing scheme that led to identity theft, caused their accounts to be hijacked, or otherwise harmed  
 13 or affected them in another way; rewarding them for the lack of any alleged harm would be grossly  
 14 excessive. The doctrine of due process prohibits the imposition of grossly excessive punishments  
 15 on alleged tortfeasors, and thus prohibits Plaintiffs from seeking such damages against Plaid in this  
 16 Action. See generally *BMW of N. Am., Inc. v. Gore*, 517 U.S. 559 (1996).

### 17 **NINTH DEFENSE**

18 Plaintiffs' Privacy Claims, APA Claims, Deceit Claims, and Unjust Enrichment Claim are  
 19 barred, in whole or in part, because of Plaintiffs' failure to mitigate or attempt to mitigate damages,  
 20 if any such damages exist.

21 On information and belief, Plaintiffs knowingly chose to use Plaid's services by linking  
 22 their financial account to third-party applications by expressly or impliedly agreeing via a user  
 23 interface to Plaid's involvement. On information and belief, Plaintiffs, after learning of Plaid's  
 24 involvement in linking their various accounts with financial institutions to third party applications,  
 25 continued on a voluntary basis to use the third-party applications (and therefore Plaid's products  
 26 and services) with knowledge that Plaid's services were being used to provide linking and  
 27 verification services to their financial institutions. On information and belief, Plaintiffs voluntarily  
 28 re-linked their financial accounts to third-party applications or initiated new connections between

1 their financial accounts and third-party applications by expressly or impliedly agreeing via a user  
 2 interface to Plaid's involvement and/or with knowledge that Plaid's services were being used to  
 3 provide linking and verification services to their financial institutions.

4 Plaintiffs have thus admitted to using apps incorporating Plaid's products and services and,  
 5 on information and belief, have voluntarily linked their financial accounts to additional third-party  
 6 applications and permissioned Plaid to obtain additional information from their financial accounts  
 7 even after they filed this lawsuit. Should the Court award Plaintiffs any such damages, Plaintiffs'  
 8 failure to mitigate or attempt to mitigate damages must reduce Plaintiffs' recovery from Plaid.

#### 9 **TENTH DEFENSE**

10 Plaintiffs' Privacy Claims, APA Claims, and Deceit Claims are barred, in whole or in part,  
 11 because Plaintiffs' claimed injuries and damages, if any, were caused by the acts and omissions of  
 12 persons, individuals, and entities other than Plaid. To the extent Plaintiffs were not aware of the  
 13 relevant third-party applications utilizing Plaid's products and services, any such alleged injuries  
 14 and damages were caused as a result of the acts and omissions of persons, individuals, and entities  
 15 other than Plaid.

#### 16 **ELEVENTH DEFENSE**

17 Plaintiffs' Privacy Claims, APA Claims, and Deceit Claims are barred, in whole or in part,  
 18 because Plaintiffs would be unjustly enriched if they recovered from Plaid any of the damages  
 19 alleged in the Complaint. Plaintiffs have received significant benefit from third-party applications'  
 20 use of Plaid's products and services, and to compensate Plaintiffs in addition to such benefits would  
 21 impermissibly and unjustly enrich Plaintiffs.

#### 22 **TWELFTH DEFENSE**

23 Plaintiffs' Privacy Claims, APA Claims, and Deceit Claims are barred, in whole or in part,  
 24 by the doctrine of unclean hands because, among other reasons, Plaintiffs neglected to prosecute  
 25 their claims against Plaid while (1) continuing to use Plaid's products and services through various  
 26 third-party applications and (2) reaping the benefits of the third-party applications' use of Plaid's  
 27 products and services.

28

1 **THIRTEENTH DEFENSE**

2 Plaintiffs' Privacy Claims, APA Claims, and Deceit Claims are barred, in whole or in part,  
 3 because they are frivolous, designed to harass and annoy Plaid, and are not brought in good  
 4 faith. Throughout the litigation, Plaintiffs have already involved and incorporated 12 law firms and  
 5 19 named Plaintiffs (some of whom were dropped from operative Complaint), and have levied over  
 6 112 pages and 378 paragraphs of allegations at Plaid. Though Plaintiffs' Privacy Claims, APA  
 7 Claims, and Deceit Claims remain active, it is clear that Plaintiffs' litigation strategy has largely  
 8 been used to harass and annoy Plaid with frivolous claims for Plaintiffs' pecuniary gain.

9 **FOURTEENTH DEFENSE**

10 Plaintiffs' Privacy Claims, APA Claims, and Deceit Claims are barred, in whole or in part,  
 11 to the extent that Plaintiffs may have recovered any of the damages or other relief alleged in the  
 12 Complaint from sources other than Plaid.

13 \* \* \*

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaid prays as follows:

- 16 1. That Plaintiffs take nothing by reason of the Complaint;  
 17 2. That judgment be entered in favor of Plaid;  
 18 3. That the Court award Plaid its costs incurred in defense of this action, including  
 19 attorneys' fees; and  
 20 4. That the Court grant such other and further relief as it may deem proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaid demands a jury trial on any claims or defenses to which such right is afforded.  
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 24  
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 26  
 27  
 28



1 Dated: June 4, 2021

COOLEY LLP

2  
3 By: /s/ Michael G. Rhodes  
4 Michael G. Rhodes

5 Attorneys for Defendant  
6 Plaid Inc.

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